

# DURHAM



1 8 6 9  
CITY OF MEDICINE

## **Straight Frame Refuse Truck Cab & Chassis Bid No. 8-037-12**

**City of Durham  
Finance Department  
Purchasing Division**



**CITY OF DURHAM**

*Finance Department*

101 CITY HALL PLAZA, ANNEX BLDG. | DURHAM, NC 27701

919.560.4132 | F 919.560.4325

[www.durhamnc.gov](http://www.durhamnc.gov)

## **Notice to Prospective Bidders**

### **Straight Frame Refuse Truck Cab & Chassis**

Bid No. 8-037-12

The City of Durham Purchasing Division will hold a prebid conference on the **13th** of **September** at **2:00 p.m.**, in the Finance Conference Room, 101 City Hall Plaza (Annex), Durham, North Carolina.

All Sales representatives are cordially invited to attend. Enclosed for your convenience is a copy of the Bid Proposal and Specifications. Any questions may be referred to Chris Bernat, Purchasing Agent, at 919-560-4132, ext. 18224, or by e-mail at [chris.bernat@durhamnc.gov](mailto:chris.bernat@durhamnc.gov).

## INSTRUCTIONS TO BIDDERS

1. This bid includes the following:
  - Instructions to Bidders
  - Equal Employment Opportunity Requirement
  - Special Conditions (When required)
  - Specifications (When necessary)
  - Bid Proposal Form
  - Contract Form (When required)
  - Small and Disadvantaged Business Enterprises (SDBE) Forms (When applicable)
2. Bids will be opened at the time and place shown on the enclosed Bid Proposal Form. Late bids will not be considered.
3. Bids will be examined promptly after opening and an award made at the earliest possible date. No bids may be withdrawn, however, until 90 days after bid opening date.
4. Submit bids only on the bid proposal form(s) provided herein.
5. The City Council normally takes official action on bids within 3 or 4 weeks after the bid opening date. The council meets officially at 7:00 p.m., the first and third Monday nights of each month in the City Council Chambers of City Hall.
6. **AWARD OF BID:** Bids shall be awarded to the lowest responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.
7. Each bid must be submitted in a sealed envelope, showing the bid title, date and time of opening on the front of the envelope.
8. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.
9. **TAXES:** Do not include taxes in bid figures. Successful bidders should add sales tax to their invoice when billing the City. The City is exempt from Federal excise tax and will issue a Federal exemption certificate.
10. **INFORMATION:** Questions concerning bid requirements or specifications should be directed to the City Purchasing Division, 101 City Hall Plaza (Annex), Durham, NC 27701, Telephone 919-560-4132. All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. **Verbal information obtained otherwise will not be considered in awarding of bids.** No changes to specifications will be permitted within ten days prior to the bid opening.

## INSTRUCTIONS TO BIDDERS

11. The Equal Employment Opportunity Statement which appears herein is a condition of the contract. The contract must be signed by the successful bidder and the City; and the successful bidder must comply with the equal employment opportunity condition.
12. It is the City's policy to furnish a bid tabulation to all bidders upon notification of award or upon returning bid deposits. All bidders are welcome to attend bid openings.
13. **ALTERNATE BIDS:** Do not submit alternate bids unless called for on the bid proposal form. When alternate bids are requested the bidder must submit documentation as a part of the bid to show that the product is comparable to the item(s) referred to in the specifications.
14. In the event of a tie bid, and all terms, deliveries, etc. are the same; a drawing certified by the City Clerk will choose the successful bidder. Preference to a bidder will be given only in the event one of the tie bids is that of a local vendor.
15. The General Statutes of the State of North Carolina, the Charter of the City of Durham, and City Ordinances, insofar as they apply to purchasing and competitive bidding, are made a part hereof.
16. **ESCALATION CLAUSES (Term contracts only):** Bids containing escalation clauses may be considered; however, there must be a **maximum figure** for escalation shown or a method of computing the total cost over a specific period. When escalated prices are not permitted, it will be stated on the enclosed special conditions page. The City reserves the right to cancel any contract which contains a price escalation clause by giving 30 days written notice of such cancellation.
17. The City reserves the right to reject any or all proposals. It further reserves the right to waive formalities and technicalities in so far as it is authorized to do so where it deems it advisable in protection of the best interest of the City.
18. Questions concerning the Small and Disadvantaged Business Enterprise (SDBE) requirements (when applicable) should be directed to the City's Equal Opportunity/Equity Assurance Department, telephone (919) 560-4179.
19. The City of Durham encourages participation from Minority (MBE), Women (WBE), and Disadvantaged (DBE) business suppliers.
20. All contractors receiving awards must be compliant to the City of Durham procedures, which include obtaining a City of Durham Privilege License. To obtain a Privilege License, call (919) 560-4700 or visit the following web site:  
[http://www.durhamnc.gov/departments/finance/business\\_license.cfm](http://www.durhamnc.gov/departments/finance/business_license.cfm)

## **INSTRUCTIONS TO BIDDERS**

21. Assistance in completing bid forms is available by contacting the City Purchasing Office, telephone (919) 560-4132.

Lynette McRae  
Purchasing Supervisor

Chris Bernat  
Purchasing Agent

Raushan Gross  
Purchasing Agent

**THANK YOU FOR YOUR INTEREST IN THE CITY OF DURHAM**

# BID PROPOSAL FORM

(Use this form only)

September 5, 2012

Bid No. 8-037-12

The **CITY OF DURHAM** invites your bid for **Straight Frame Refuse Trucks Cab & Chassis** to be **opened at 2:00 p.m., September 25, 2012**, in the **FINANCE DEPARTMENT**, Purchasing Division, 101 City Hall Plaza (Annex), Durham, North Carolina 27701.

Use this form only, for submitting bids. In submitting your proposal, keep in mind any alternations, changes in bid format, etc. will make it difficult to evaluate bids. All items should be bid in the units, quantities, units of measurements, etc. specified. Do not submit alternates unless requested. The City reserves the right to reject any or all proposals.

If the City of Durham issues to the bidder a Purchase Order that refers to the Bid Number shown on this bid, the bidder shall provide the quantities of goods required by the City during the period shown in the "Delivery" box on the Purchase Order (which period begins on the Order Date shown on the Purchase Order) unless that period is changed as provided in the bid documents. The bidder will not be obligated to fulfill a Purchase Order for a quantity that is not in accordance with the quantity limitations, if any, in the bid documents. The bid documents include all conditions, specifications, and terms on file in the City's Purchasing Division under that Bid Number.

Return the following: Bid Proposal Form(s), Bid Deposit (if required), Documentation (if required), SDBE data forms, and Warranty (if applicable) to the City of Durham Purchasing Division, 101 City Hall Plaza (Annex), Durham, North Carolina 27701.

Complete all three boxes. Failure to give specific information may nullify bid.

<b>Payment Terms</b> _____	<b>Delivery to be _____ days after receipt of order.</b>	<b>Method of Delivery:</b> ___ Truck ___ Rail ___ Other (specify) _____	<b>Deliveries to be F.O.B. DESTINATION</b>
-------------------------------	--	--	--

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to the City of Durham in accordance with the bid documents, including this Bid Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this bid for the bidder.

Date \_\_\_\_\_

The following are enclosed: (check all applicable)

\_\_\_\_\_

\_\_\_ Brochures

\_\_\_ Warranty

\_\_\_\_\_  
OFFICIAL LEGAL NAME OF BIDDER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

(\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
FEDERAL I.D. NUMBER

# BID PROPOSAL FORM

*(Use this form only)*

<u>Item No.</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
1.	4 each	Straight Frame Automated Refuse Truck Cab & Chassis, as per specifications on pages 8 – 15.	\$_____	\$_____
		Manufacturer _____		
		Model _____		
		Warranty _____		
		Delivery _____ days after receipt of order.		

# SPECIFICATIONS

## STRAIGHT FRAME AUTOMATED REFUSE TRUCK CAB & CHASSIS

### 1. General

- a. The following specifications are intended to describe the minimum requirements for a straight frame automated refuse cab and chassis with low entry and crew cab with the ability to have DOT approved seating for at least two (2) occupants\_\_\_\_\_
- b. This unit shall meet or exceed all DOT and any other government requirements at the time of delivery to the City of Durham\_\_\_\_\_
- c. This unit shall be designed and built to the highest quality and user friendliness\_\_\_\_\_
- d. Crane Carrier LET 2-45 Low Entry 6x4 Chassis and Mack Terra Pro Low Entry 6x4 Chassis are the only two acceptable units\_\_\_\_\_
- e. Unit is to be drop-shipped to the destination stated on the PO\_\_\_\_\_
- f. Winning chassis bidder shall work directly with the body builder to ensure proper design, fit, and usefulness of the body on the chassis\_\_\_\_\_

### 2. Engine

- a. 6 Cylinder, turbocharged diesel engine, minimum 10.5L engine, manufactured by Cummins or Mack only\_\_\_\_\_
- b. Engine rated for a minimum of 325 HP; Torque rating minimum of 1,200 lbs./ft.\_\_\_\_\_
- c. Engine parameters set to run five (5) minutes slightly higher than idle after ignition turned off as to allow turbo(s) to cool\_\_\_\_\_
- d. Engine will meet all current EPA guidelines for Emissions at the time of delivery to the City of Durham\_\_\_\_\_
- e. Truck limited to 65 mph through either mechanical or electronic means\_\_\_\_\_
- f. Aftercooler(s) for turbo\_\_\_\_\_

### 3. Engine Protection

- a. Automatic engine type with 30-second warning before shutdown for low engine oil pressure, low coolant level and high coolant temperature\_\_\_\_\_

### 4. Air Compressor

- a. High quality air compressor system designed to work in this unit in Solid Waste Collection applications\_\_\_\_\_

# SPECIFICATIONS

## 5. Cooling

a. Heavy duty, high capacity radiator, fluid, and other components capable of properly cooling the engine during complete shift Solid Waste pickup in Durham's weather climate\_\_\_\_\_

b. Electrically modulated fan clutch\_\_\_\_\_

## 6. Air Intake

a. Sealed; dry element with air restriction / service indicator on air filter outlet\_\_\_\_\_

## 7. Exhaust

a. Diesel Particulate Filter (DPF) & Selective Catalytic Reduction (SCR), and stainless steel exhaust tubing wrapped with insulation\_\_\_\_\_

## 8. DEF Tank

a. Rectangular plastic tank with minimum 6.5 gallon capacity. Coolant heaters to keep DEF from freezing. DEF fluid lines are to be electrically heated. DEF low level light bar included in fuel gauge\_\_\_\_\_

## 9. Fuel Tank

a. FHWA approved construction, 80-gallon capacity. Top of tank draw and return fuel line ports, steel braided hoses to be provided. Fleet-Guard FS-1000 heated fuel water separator to be provided\_\_\_\_\_

## 10. Batteries

a. Three (3) 12-volt Group 31, low maintenance type; capable of running the vehicle adequately\_\_\_\_\_

b. External post for jump starting\_\_\_\_\_

c. Battery cables are to be sized to provide electricity to the truck without becoming overheated, etc, with molded color-coded ends, covered with heat resistant corrugated plastic loom\_\_\_\_\_

d. 2-Piece fabricated steel battery box, lockable cover; mounted so that it is protected from drippings. Battery disconnect switch installed and includes lock-out, tag-out hole\_\_\_\_\_

## 11. Starter

a. Delco-Remy 39MT w/Over-Crank Protection & Starter Lock Out\_\_\_\_\_

## 12. Alternator

a. 12 volt, 160 amp\_\_\_\_\_

## 13. Transmission

a. Allison 4500 RDS, 6-speed automatic w/5-speed programming, pushbutton shift controls, with oil filter, and integral oil cooler\_\_\_\_\_

# SPECIFICATIONS

b. Synthetic transmission fluid\_\_\_\_\_

c. To include five (5) year/unlimited miles warranty\_\_\_\_\_

## 14. Prop-shafts

a. Main shaft with bolted half round bearing yokes on transmission and axle U-joints. U-joints to be greaseable\_\_\_\_\_

## 15. Front Axle

a. Dana-Spicer D2000 standard track; 20,000 lbs. capacity with maximum 46° wheel cut. LMS wheel ends to be filled with synthetic fluid if Crane. 20,000 lbs capacity Mack FXL20 if Mack\_\_\_\_\_

## 16. Front Brakes

a. Air operated 16.5" x 6" minimum, Wide Package "S"-cam type with ES (Extended Service) linings, cast iron drums, & dust shields\_\_\_\_\_

b. Bendix automatic slack adjusters, 30" Bendix brake chambers; ABS wheel end sensors\_\_\_\_

c. Bendix AD-IP air drier\_\_\_\_\_

## 17. Front Suspension

a. Taper-leaf 20,000 lbs. capacity, to include two (2) heavy-duty hydraulically dampened, double-acting shock absorbers\_\_\_\_\_

## 18. Tandem Axle

a. Dana-Spicer model DS H44-P single reduction gearing, with On-Highway rating 45,000 lbs. capacity, tandem axle, and Ratio 5.57:1 if Crane. If Mack, Mack S462 Rear Axle, please state ratio\_\_\_\_\_

## 19. Rear Brakes

a. Air operated 16.5" x 8 1/2" minimum, "S"-cam, Wide Package brakes with non-asbestos ES (Extended Service) linings, cast iron drums, dust shields, spring type "piggy-back" park brake chambers all rear wheels, anti-compound brake system\_\_\_\_\_

b. Bendix automatic slack adjusters, 30/36" piggyback Bendix brake chambers, and ABS wheel end sensors\_\_\_\_\_

c. Bendix AD-IP air drier\_\_\_\_\_

## 20. Rear Suspension

a. Mack "Camel Back" suspension or equivalent; rated 46,000 lbs. capacity; include torque rods if applicable to your design\_\_\_\_\_

# SPECIFICATIONS

## 21. Tires

a. Front: Qty. two (2): 315/80R22.5 LR (L), 20-ply Bridgestone M860 radial tubeless tires. Two (2) @ 10,000# each = 20,000#. Continuous speed rated for 65 mph\_\_\_\_\_

b. Rear: Qty. eight (8): 315/80R22.5 LR (L), 18-ply Bridgestone R250ED radial tubeless tires. Eight (8) @ 7,610# each = 60,880#. Continuous speed rated for 75 mph\_\_\_\_\_

## 22. Wheels

a. Front: Qty. two (2): 22.5" x 9.00" steel disc wheels, rated for 10,000# each = 20,000#\_\_\_\_\_

b. Rear: Qty. eight (8): 22.5" x 9.00" steel disc wheels, rated for 10,000# each = 80,000#\_\_\_\_\_

c. Hub Centering Accuride Wheels\_\_\_\_\_

## 23. Wheel Seals

a. Front & Rear: Oil lubricated seals\_\_\_\_\_

## 24. Frame Construction

a. Straight full-depth, formed "C" shaped side member rails measuring a minimum of 11" x 3.5" x .35" thick steel\_\_\_\_\_

b. Section Modulus (SM): A minimum of 18.61 in.<sup>3</sup>; rated RBM: 2,233,200 in. lbs. minimum per rail from front axle to end of frame\_\_\_\_\_

c. The frame and all hardware will have a warranty for the life of the vehicle while owned and used by the City of Durham\_\_\_\_\_

## 25. Wheelbase

a. Chassis vendor to coordinate with selected body vendor to supply proper Wheelbase, Cab to Axle, and Cleanliness of equipment on frame rails, etc as required for proposed body\_\_\_\_\_

## 26. Bumper

a. Full width of cab, tall channel, ground clearance to be provided for approach angle\_\_\_\_\_

## 27. Towing Provisions

a. Two (2) tow eyes mounted under front bumper and attached to frame. Must be able to be towed in a loaded condition\_\_\_\_\_

## 28. Air System

a. FMVSS 121 dual circuit ABS / 4-channel type air braking system, color coded nylon tubing, quick connect/disconnect brake line fittings\_\_\_\_\_

b. AD-IP Heated Air Dryer, Remote mounted manifold with petcocks for all air tanks, stainless steel braided hoses\_\_\_\_\_

# SPECIFICATIONS

c. Three (3) steel air tanks to be located inboard of frame rails easily capable of handling the air need of the truck and body\_\_\_\_\_

## 29. Steering

a. Steering to be right-hand, sit-down, dual hydraulic power steering with Tilt / Telescopic option; headlight dimmer switch mounted on columns; self-canceling turn signal switches and 4-way hazards lever\_\_\_\_\_

## 30. Cab Construction

a. Low Entry Tilt Crew Cab, located low and forward of front axle. 18" floor height from ground on both sides of cab is required with standard front tires. Inside step is not acceptable\_\_\_\_\_

b. Design to provide DOT approved seating for a minimum of two (2) occupants\_\_\_\_\_

## 31. Cab Insulation

a. Cab to be insulated in roof interior, floor, interior walls, and roof of engine compartment for heat resistance and acoustics. Driver or passenger arm is not to get hot to the touch when placed on the doghouse for extended periods of time\_\_\_\_\_

## 32. Doors

a. Doors to be large solid one piece type with electric roll-up windows on left and right sides and the ability to open to full 90 degrees\_\_\_\_\_

## 33. Mirrors

a. Left and right side power mirrors, 16" x 7" single flat face, West Coast type mirrors with stainless steel housing and arms. 8" round convex mirrors both sides\_\_\_\_\_

## 34. Cab Tilt System

a. Cab tilt system with electric assist pump as well as manual lift backup\_\_\_\_\_

## 35. Windshield Wipers

a. Electric intermittent type wipers with washer fluid\_\_\_\_\_

## 36. Grab Handles

a. A minimum of one (1) on each side; entry assist handle inside cab, bolted to "A" pillar post above dash\_\_\_\_\_

b. A minimum of one (1) on each side, behind exterior of the cab door\_\_\_\_\_

## 37. Overhead Console

a. Mounting locations for cab fans, wiring for 2-way radio, with dome map lights full width of cab interior\_\_\_\_\_

# SPECIFICATIONS

## 38. Cab & Chassis Wiring

- a. Ignition, battery and ground wires for 2-way radio power feed routed to and capped in overhead console\_\_\_\_\_
- b. Two (2) spare rocker switches; plug-in relays, warning alarms and flasher in dash. Capped power point connection plug to be included\_\_\_\_\_
- c. Circuit breakers to be automatic re-set, conveniently located in the center of the cab area and provide protection from overloads. Dedicated electrical circuits provided for truck body and electrical equipment installations\_\_\_\_\_

## 39. Instrumentation

- a. Tachometer and speedometer with message center display including: odometer; a minimum of one trip odometer; engine hour meter; diagnostic mode, warning message\_\_\_\_\_
- b. Balance of gauges: dual needle air pressure; Fuel level gauge, DEF level light bar or gauge; engine coolant temperature; engine oil pressure; voltmeter\_\_\_\_\_
- c. All gauges except air pressure to have internal driver warning lights. Audible warning alarm for low air pressure, alarm and light for stop engine. Also to include a transmission temp gauge and light & alarm on power divider\_\_\_\_\_

## 40. Lighting

- a. Daytime running lights\_\_\_\_\_
- b. All standard DOT lighting for the chassis\_\_\_\_\_
- c. Two (2) interior lights to operate as either dome or map lights and located in overhead console\_\_\_\_\_
- d. All lighting besides headlights to be LED\_\_\_\_\_

## 41. Horns

- a. Steering wheel, center button activated 12-volt electric horn and air horns mounted. To be switched over by a switch near each right and left hand driver\_\_\_\_\_

## 42. Back-up Alarm

- a. Eco model 575 or equivalent; rated for 107 dB(A)\_\_\_\_\_

## 43. Seats

- a. Left side (street side) seat and right side (curb side) seats to be dark colored cloth seats, air ride type to meet DOT specs\_\_\_\_\_

# SPECIFICATIONS

## 44. Safety Belts

- a. Two (2) shoulder / lap style assemblies with automatic tensioning type retractors and shoulder height adjustment; pushbutton release, nylon weave belts\_\_\_\_\_

## 45. Radio & Misc

- a. A minimum of AM/FM radio and two (2) dash fans mounted to overhead console. Also to be include are a triangle warning kit (mounted), and a 10# fire extinguisher (mounted)\_\_\_\_\_

## 46. Trim

- a. Engine enclosure covered as to make a clean finish and to have enough insulation to make reduce engine noise and heat. Headliner & back walls of cab to be covered with a heavy duty dark covering\_\_\_\_\_
- b. “Doghouse” should be comfortable to the touch even when engine is hot\_\_\_\_\_
- c. Left and Right Sun Visors\_\_\_\_\_

## 47. Heater / Air Conditioning

- a. Heater/defroster with a minimum 3-speed blower; SAE J638 rated for 31,600 BTU / HR at 100° F, outlets directed to floor on both sides of cab. Factory installed air conditioning to be provided. A/C and heat to be suitable for the Durham, North Carolina weather climate. Exterior AC unit is acceptable\_\_\_\_\_

## 48. Paint

- a. Cab to be White exterior\_\_\_\_\_
- b. Engine cover, fenders, chassis frame assembly, front bumper, and wheels to be Black\_\_\_\_\_

## 49. Software

- a. Performance Tech Tool Software and Applicable Cables if Mack. E-Learning for up to nine (9) technicians\_\_\_\_\_
- b. Cummins Virtual College for ISX Engines for up to nine (9) technicians\_\_\_\_\_

## 50. Warranty

- a. The factory warranty shall apply to the vehicle starting with the date the City of Durham places the vehicle into service (by the City of Durham’s records) not when it is delivered to the City\_\_\_\_\_

## 51. Other

- a. One (1) electronic/digital copy of all parts and service manuals\_\_\_\_\_
- b. One (1) copy of operators manual per vehicle\_\_\_\_\_

# SPECIFICATIONS

c. Three (3) keys per vehicle\_\_\_\_\_

d. One (1) Certificate of Origin (per vehicle)\_\_\_\_\_

## **52. Inspection and Acceptance**

An inspection of the unit(s) will be held jointly by Fleet Maintenance and the ultimate consignee. Upon delivery and prior to acceptance, the successful bidder must provide any necessary technical training in the operation and maintenance of the unit(s). This unit must meet & pass NC OBD2 standards and NC State Inspection Compliance should be completed before delivery to the City of Durham.

## **53. Delivery**

Unless otherwise noted on the PO, unit(s) shall be delivered to the City of Durham Fleet Maintenance Facility, 1900 Camden Avenue, Durham, North Carolina 27704, within 180 days after production of the purchase order by the City of Durham.

## SPECIAL CONDITIONS

1. Bidders are to furnish all the information requested in the blank spaces provided on the Bid Proposal Form and Specifications, and the SDBE forms. Each bidder must submit descriptive literature covering all vehicles offered with their bid proposal. Bids which do not comply with these requirements will be subject to rejection at the discretion of the Purchasing Division.
2. All prices shall be quoted F.O.B. Durham, North Carolina.
3. All vehicles must be delivered complete and ready for operation. It shall be the bidder's responsibility to insure that the vehicles meet all bid specifications and requirements before delivery to the City.
4. All gasoline powered vehicles must be emission tested by the dealer prior to delivery.
5. Delivery will not be considered complete unless all bid specifications are met; this includes furnishing all required technical manuals. The City shall withhold payment of up to \$200 per vehicle, on all vehicles not meeting these requirements at the time of delivery.
6. **The City would prefer parts manuals on CD-ROM in lieu of the printed bound type.**
7. All vehicles shall be delivered to the City of Durham Fleet Management Facility, 1900 Camden Avenue, Durham, North Carolina 27704.
8. Title applications for each vehicle shall be completely filled in and delivered along with the remaining paperwork for each vehicle. All paperwork is to be given to Clayton Hearne, Fleet Manager, or his designee if he is unavailable.
9. All vehicles with ten (10) or more wheels must be DOT inspected prior to delivery.
10. The City reserves the right to adjust quantities as needed.
11. Questions concerning this bid shall be directed to Chris Bernat, Purchasing Agent, 919/560-4132, ext. 18224.
12. Questions concerning the SDBE Data Forms shall be directed to the Equal Opportunity/Equity Assurance Department at 919/560-4179.
13. The City expects the successful bidders to either provide quarterly in-house training on the maintenance and repair of the vehicles being purchased or to provide City of Durham employees with slots in available manufacturer's training schools.

**CITY OF DURHAM**

**SMALL DISADVANTAGED BUSINESS ENTERPRISE**

**PROCUREMENT FORMS**



**Equal Opportunity/ Equity Assurance Department**

**Mailing Address:**

101 City Hall Plaza  
Durham, North Carolina 27701

**Phone:** (919) 560-4180

**Facsimile:** (919) 560-4513

**Street Address:**

302 E. Pettigrew Street, Suite C-180  
Durham, North Carolina 27701

## SMALL DISADVANTAGED BUSINESS ENTERPRISE ORDINANCE ENTERPRISE ORDINANCE PROCUREMENT DOCUMENTATION

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

**Declaration of Performance** must be completed and submitted with your bid.

**Managerial Profile** must be used to list the managerial persons in your work force who will be participating in this project.

**Equal Employment Opportunity Statement** for your company must be completed and submitted with your bid.

**Employee Breakdown** must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

## DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

### Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:
2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:
3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and
- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.
- (c) The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

---

Date

---

Authorized Signature

## MANAGERIAL PROFILE

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Date: \_\_\_\_\_

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition\* of the City of Durham's Equal Business Opportunity Ordinance.

### Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMICALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\* M-Minority(African American), W-Woman, Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

**EQUAL OPPORTUNITY STATEMENT**  
(You may submit your organization's EEO policy in lieu of this sheet)

Complete this page

## EMPLOYEE BREAKDOWN

### Part A – Employee Statistics for the Primary Location

Employment Category	Total Employees	Total Males	Total Females	MALES				FEMALES					
				White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

### Part B – Employee Statistics for the Consolidated Company (*See instructions for this form on whether this part is required.*)

Employment Category	Total Employees	Total Males	Total Females	MALES				FEMALES					
				White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

EEO-1 Report may be submitted in lieu of this form

# PURCHASE CONTRACT

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

**DRAFT COPY DO NOT COMPLETE**

THIS CONTRACT, made and entered into this XXX day of XXX, for **Refuse Trucks Cab & Chassis** between the **City of Durham**, a N.C. municipal corporation ("City") and **XXX** the ("Seller"), whose principal office and place of business is at the following address XXX.

If seller is a corporation or limited partnership, Seller is organized under the laws of the State of \_\_\_\_\_.

## IT IS AGREED:

1. Seller, in consideration of the sums to be paid as provided in the attachments and in accordance with section 3 below, agrees to sell and to deliver to the City, at the times, in the quantities and quality, at the prices, and to the places, the goods described in the following attachments that are made a part of this contract:

<u>X</u>	Advertisement	<u>X</u>	Instructions to Bidders	<u>      </u>	General Conditions
<u>X</u>	Proposal	<u>X</u>	Specifications	<u>X</u>	Special Conditions
<u>X</u>	Sections 6, 7, and 8 on the reverse hereof				

2. This contract is known as Bid No. \_\_\_\_\_ in the files of the City's Purchasing Division.

3. The sum to be paid under this contract is \$XXX.

WHEREFORE, City has caused this contract to be executed under authority of its City Council, and Seller (if corporate) has executed this contract under seal by authority of its board of directors; if not corporate, the Seller has executed this contract under seal pursuant to proper authority.

ATTEST:

CITY OF DURHAM

.....  
**IF SELLER IS NOT A CORPORATION**

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
*Type or print name of Seller*

(See instruction 3(b) on reverse.) Affix notarial seal. by: \_\_\_\_\_ (Seal)  
My commission expires: \_\_\_\_\_  
Signature

.....  
**IF SELLER IS A CORPORATION**

ATTEST:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
*Type or print the correct name of corporation*

(Affix Corporate seal)

by:

\_\_\_\_\_  
President or Vice President

.....  
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
City's Finance Officer

\_\_\_\_\_  
Date

## CONTRACT INSTRUCTIONS

1. This contract must be executed in duplicate originals and returned within 30 days to the City's Purchasing Department for execution by the City. One original will be returned to your firm and the other will be filed with the City Clerk.
2. If the Seller is a corporation...
  - (a) An original corporate seal must be affixed.
  - (b) The correct corporate name must be used. If a division of the corporation is involved, the corporation itself should execute the contract.
  - (c) This signature must be that of one of the following: (1) the President, (2) Vice President, or (3) a person authorized by the board of directors to execute contracts in general or this particular contract.
  - (d) If someone other than the President or Vice President signs, then you must attach a copy of the resolution of the board of directors authorizing the other person to sign the contract. That copy must be certified by a corporate secretary, with the corporation's seal impressed on it. A document in the following form will comply with these requirements, although other forms may also be acceptable:

### Resolution Authorizing Execution of Contracts

RESOLVED, that [insert name of person authorized to sign] shall have authority to enter into contracts with, and to execute performance bonds for the benefit of, the City of Durham, N.C., in the name of and on behalf of [insert corporation's name] related to City of Durham Bid No. [insert bid number].

I, a Secretary or Assistant Secretary of the corporation whose name is indicated hereinabove, certify that the foregoing is a true copy of a resolution of duly adopted by the Board of Directors of said corporation, and that said resolution is still in effect.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Affix corporate seal)

\_\_\_\_\_  
Secretary or Assistant Secretary

3. If the Seller is not a corporation...
  - (a) The individual owner or partner must sign.
  - (b) The notary public's signature will be understood to mean that the notary certifies that the person whose signature is to the right of the notary's signature appeared before the notary and acknowledge the execution of the contract.
4. WHEN A PERFORMANCE BOND IS REQUIRED - (a) The principal amount is the full amount of the contract. (b) The form provided by the City must be executed by a corporate surety **authorized to do business in North Carolina**. The N.C. resident agent's name and address and the surety's address must be shown. (c) The Power of Attorney for the surety's Attorney in Fact must be attached to the bond. The surety's corporate secretary must indicate that the Power of Attorney is still in effect. The surety's corporate seal must be actually impressed on the Power of Attorney. (d) The Attorney in Fact's signature must be notarized. Contact the Purchasing Department if you need a notarization form. (e) the seller must execute the bond, using instructions 2 and 3 above as to how to do so.
5. Don't alter the documents without first obtaining authorization from the City's Purchasing Department.
6. Warranties and Indemnification. In addition to other warranties made in this transaction, Seller represents and warrants that all of the products furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Seller shall defend, indemnify, and hold harmless City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this contract. Without reducing City's rights under this section, Seller, in case of an actual or threatened claim, may at Seller's option and expense procure for City the right to continue using the products furnished under this contract. (The preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)
7. The individuals executing this contract warrant that they have authority to execute this contract on behalf of the Seller.
8. This Contract shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.